

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

DIRECTV, INC., a California corporation

Plaintiff,

v.

Case No. 03-C-1091

JASON FRANKENBERG,

Defendant.

ORDER GRANTING PERMANENT INJUNCTION

Upon the foregoing stipulation of the parties to entry of a permanent injunction and dismissal, filed on May 16,, 2005,

IT IS ORDERED as follows:

1. Defendant Jason Frankenberg, and any persons or entities controlled directly or indirectly by him, are hereby permanently enjoined and restrained from:

(a) receiving or assisting others in receiving DIRECTV's satellite transmissions of television programming without authorization by and payment to DIRECTV;

(b) designing, manufacturing, assembling, modifying, importing, exporting, possessing, offering to the public, trafficking, distributing, selling, or using any devices or equipment (including, by way of example, loaders, bootloaders, unloopers, emulators, programers, reader/writers, or

software or components therefor) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to receive such programming;

(c) advertising the sale of any devices or equipment (including, by way of example, loaders, bootloaders, unloopers, emulators, programmers, reader/writers, or software or components therefor) designed or intended to facilitate the reception and decryption of DIRECTV's satellite transmissions of television programming by persons not authorized to received such programming, and advertising or providing information or technical services in support thereof; or

(d) reverse engineering or attempting to reverse engineer any of DIRECTV's products, services or technologies, including without limitation the encryption and security controls for the DIRECTV satellite system.

2. This Permanent Injunction applies to the defendant's activities worldwide, and with the same force and effect to the DIRECTV Latin America satellite system (also known as Galaxy Latin America), and to any other direct broadcast satellite system or related business in which DIRECTV has a financial or other interest, now or in the future.

3. The defendant, and any persons or entities controlled directly or indirectly by him, are hereby permanently enjoined and restrained from:

(a) investing or holding any financial interest in any enterprise which the defendant knows is now, or planning in the future, to engage in

any of the activities prohibited by this Permanent Injunction; or

(b) knowingly allowing any persons or entities which he controls, either directly or indirectly, to engage in any of the activities prohibited by this Permanent Injunction.

4. In the event that the defendant becomes aware that an enterprise in which he has invested or holds any financial interest is engaged in any of the activities prohibited by this Permanent Injunction, the defendant agrees to immediately divest himself of any such investment or financial interest and to promptly notify DIRECTV of the same.

5. The court retains jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Permanent Injunction. The defendant consents to personal jurisdiction and venue in the United States District Court for the Eastern District of Wisconsin.

6. Upon proof of any violation of the Permanent Injunction by the defendant, DIRECTV may seek damages for losses sustained prior to entry of this order, as well as additional damages and relief authorized by law.

Dated at Milwaukee, Wisconsin, this 18th day of May, 2005.

BY THE COURT

s/ C. N. Clevert, Jr.
C. N. CLEVERT, JR.
U. S. District Judge